



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J		PAGE OF PAGES 1 OF 6	
2. AMENDMENT/MODIFICATION NO. P000108		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE N00009		7. ADMINISTERED BY (If other than Item 6) CODE	
SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: 02-N DEBRA L. STREUFERT 2231 CRYSTAL DRIVE, SUITE 400 ARLINGTON, VA 22212-3721 PHONE: 703.685.5508					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)		(X)		9A. AMENDMENT OF SOLICITATION NO.	
ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 ATTN: NMCI CONTRACTS				9B. DATED (SEE ITEM 11)	
CODE 1U305		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000	
				10B. DATED (SEE ITEM 11) 06 OCTOBER 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:					
(a) by completing items 6 and 10, and returning _____ copies of the amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) NOT APPLICABLE					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR CLAUSE 52.212-4 (CHANGES)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return (See Note below) copies to the issuing office..					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).					
-SEE HEREIN-					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) THOMAS GOETZ, CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA L. STREUFERT, CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)		15C. DATE SIGNED 29 APR 04		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 29 APR 04	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) FAR (48 CFR) 53.243	

The purpose of this Modification is to add details related to Application Hosting Support. The types of services available are contained in the Description of Services dated April 22, 2004 and referenced herein; specific requirements will be listed in subsequent Task Orders issued pursuant to the provisions of the Contract and this Modification. Task Orders and any subsequent modifications issued pursuant for the services contained herein must be reviewed and approved by both parties prior to award. Not all services will be ordered in each Task Order.

1. Under Part One, Tables Four through Seven, add contract subline items (SCLINs) as follows:

Item	Service	Quantity	Unit Price	Total Amount
0029BH	Application Hosting Service	Month	\$TBD	\$TBD
0029BJ	Service Preparation and Set-Up Services	Per Application	\$TBD	\$TBD
0029BK	Service Deactivation	Per Application	\$TBD	\$TBD

2. The following details apply to this effort:

A. Description

Item 0029BH - Application Hosting Service - The Contractor shall provide Application Hosting Services as described in the referenced Description of Services. The Contractor shall be responsible for the NMCI network security and shall ensure that the network and information assurance infrastructure design associated with this hosting effort complies with the requirements of Attachments 4, 5 and 10 to the Contract. Performance of the hosting effort shall be subject to the requirements of the Service Level Agreements attached to this Modification (Addendum 1).

Item 0029BJ - Service Preparation and Set-Up Services - The Contractor shall prepare the hosting environment to allow the Government to install the hosted applications. The Contractor shall assist the Government with preparation of Application Security Validation documentation as contained in the attached Description of Services.

Item 0029BK - Service Deactivation - The Contractor shall provide services to deactivate the hosting environment in the event the Government issues a Task Order to discontinue an Application Hosting Service. The Government shall be responsible for the removal of the application from the hosting environment. Item 0029BK shall be ordered no less than 90 days in advance of the date the Government requires services to be discontinued.

B. Payment terms

(1) Service Preparation and Set-Up (Item 0029BJ) charges are one-time charges billed in the first calendar month after the month in which Services Ready for Use (SRFU) occurs. SRFU shall mean the date on which the Contractor notifies the Government that the Application Hosting Service is available for the Government to begin the loading of applications and data into the hosting environment.

(2) Application Hosting Services (Item 0029BH) charges are billed monthly and will be billed commencing in the first calendar month in which SRFU occurs. Service Level Agreement (SLA) measurement and compliance, for the Application Hosting SLAs AH1, AH2 and AH3 contained in Addendum 1 hereto, shall begin at the time the hosting environment is declared by the Contractor as SRFU. Application Hosting billing will not be impacted by the SLAs contained in the basic NMCI Contract.

If the Contractor fails to begin measurement of SLAs AH1, AH2 and AH3 in accordance with the accepted measurement procedures (ie, reference file name HERNDON-#50430-v1-App_Hosting_SLA_measurement_doc_5apr04.DOC submitted by the Contractor on 6-Apr-2004 and accepted by the PCO on 7-Apr-2004 pursuant to email from PCO To Tom Goetz Sent 7-Apr-2004 9:13 AM Subject RE: Application Hosting - Mod) at the time of SRFU, the Contractor shall be compensated at 85% of the monthly hosting service price for each Application Hosting Service ordered on the same Task Order until such time that the Contractor demonstrates, and the Government concurs, that all SLAs are being measured for the services ordered. At that time, the Contractor shall be compensated at 100% of the monthly Application Hosting Service price. SLA penalties do not apply until measurement of all SLAs listed in Addendum 1 hereto begins.

The Contractor and/or the Government may recommend changes to measurement criteria for Application Hosting SLAs AH1, AH2 and AH3 at any time. Upon receipt of such recommendation, the parties agree to consider the revised measurement criteria, enter into negotiations, and modify the Application Hosting SLAs as appropriate.

(3) Service Deactivation (Item 0029BK) charges are one-time charges billed in the first full month after the services for the hosted application being deactivated have been discontinued, hereinafter referred to as Discontinuation of Services Date (DSD).

C. Pricing considerations

The monthly price for Application Hosting Services hosted at the AHF and ordered from the Contractor will be based on the Application Hosting Pricing Rate Table. Hereinafter, a server is defined as an operating system instance (e.g., UNIX, Windows). The monthly price shall be the prices reflected in the Application Hosting Pricing Rate

Table dated 28 April 2004 unless otherwise modified by the parties. Each monthly service price is the entire price necessary to provide the level of service, whether basic or uplift, as defined in the Statement of Objectives referenced in each Task Order issued pursuant to this Modification. The Contractor remains responsible for achieving the level of performance required by the Service Level Agreements in Addendum 1 to this Modification.

D. Reductions and Increases in Hosting Service Quantities

Requirements for Application Hosting Services may decrease or increase during the period of performance. The Contractor will make reasonable efforts to reuse excess capacity. The Government shall provide the Contractor 90 days written notice, unless otherwise mutually agreed, of any decrease in the quantity of applications hosted or end other services ordered. The Government shall order a Service Deactivation SCLIN 0029BK for each application being discontinued.

E. Utilization and Capacity Optimization

The Government and the Contractor are committed to working jointly to optimize utilization of capacity for hosting services. Such optimization opportunities are on-going for installed servers as well as for new servers being proposed. When any new request for Application Hosting Services is submitted to the Contractor for a proposal, the Contractor will provide the Government with a capacity report to identify any existing unused capacity that could be used. If the Government agrees that the identified capacity could be used to meet the new order, the capacity would be applied to the new order thereby reducing the total hosting services charge. Additionally, the Contractor will provide to the Government, monthly capacity management reports on installed servers and provide recommendations for further optimization of the existing capacity. Any Government Furnished Property to be provided in support of any application hosting requests and any price offsets as a result of providing such property will be mutually agreed and identified in the Task Order issued for the effort.

F. Technology Enhancements

In addition to optimization of capacity, the Contractor shall propose and the Government shall consider and validate opportunities for technology insertion, technology refresh, or service delivery enhancements that can result in improved performance and/or savings to the Government. These recommendations shall be documented in a Change Order and will identify any implementation costs and projected savings.

G. Pricing Table Market Analysis and Adjustment

The Application Hosting Pricing Rate Table provides firm fixed pricing for Application Hosting Services through September 30, 2007. The Contractor shall provide the Government with an updated Application Hosting Pricing Rate Table each June. The Government agrees to consider the updated Application Hosting Pricing Rate Table, perform price reasonableness, enter into negotiations, and modify the Application Hosting Pricing Rate Table as appropriate. Where modified, the revised pricing shall be effective at the start of the subsequent fiscal year to any new Task Orders for hosting services. For renewal orders, the revised pricing shall not apply to Application Hosting Pricing Rate Table line items "Hardware/Software" or "Maintenance Services". In the event the parties do not agree on the revised pricing, the current version of the Application Hosting Pricing Rate Table will remain in effect.

The Contractor may propose new services, including rates, for consideration by the Government at any time to be included under any subsequent Task Order.

H. Requirements Order of Precedence

(1) The Contract; (2) this Modification; (3) the Service Level Agreements (SLA); (4) the Description of Services dated April 22, 2004 and including Appendix A - Glossary, Appendix B - Change Management, Appendix C - Problem Management, Appendix D - Sample Information Security Services Reports, and Appendix E - Security Vulnerability Assessment Tools (DOS); (5) the Statement of Objectives (SOO) attached to any Task Orders issued pursuant to this Modification.

I. Service Level Agreements

Addendum 1 provides the Service Level Agreements (SLA) for application hosting. SLA's shall be measured for each Task Order in accordance with Addendum 1. SLA reporting shall be in accordance with the Contractor's Application Hosting Description of Services (DOS) and shall be provided to the Government in the same manner as the SLAs under the Contract.

J. Communications and Technical Issues Management

A joint management oversight committee will be established for the purposes of maintaining open lines of communication to effectively manage and resolve emergent technical issues. Both Government and the Contractor will provide permanent management and contracting representatives for this oversight committee. Ad hoc committee members may be assigned from technical, program management, user and other

stakeholder communities. Committee representatives will convene at least monthly to review applicable application hosting service levels, deliverables, status, resolve new or outstanding technical issues, and mitigate emergent risks germane to application hosting Task Orders awarded under this Modification.

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

There are no other changes in the terms and conditions of this Contract.

FINAL Addendum 1: 28 April 2004 Service Level Agreements for Navy Application
Hosting

Addendum 1

General

This document contains three Service Level Agreements, which uniquely apply to Navy Application Hosting Services. The Service Levels described in the NMCI Contract Document N00024-00-D-6000 Modification P00051 dated 20 October 2002 apply to Navy Application Hosting Services in the two specific areas of Help Desk Services and Information Security Services.

Help Desk Services – Help Desk services as documented in the Application Hosting Description of Services (Section 6.2) will be subject to the NMCI Contract SLA23 (Basic Help Desk Services).

Information Security Services (SLA 33) – Information Security Services as documented in the Application Hosting Description of Services (Section 11.0) will be subject to the NMCI Contract SLAs (SLA33 (NMCI Security Operational Services – General) and SLA36 (Information Assurance Planning Service), excluding A, B, C and D).

For purposes of calculating SLAs, any outages that are the result of scheduled time required to perform system maintenance (e.g., preventive maintenance, system upgrades, etc.) will be excluded from such calculations, provided that such time has been mutually agreed between the parties. The Contractor will maintain availability during such periods to the extent reasonably practicable. Maintenance Windows are generally Sunday 0200 – Sunday 0600 CT.

As long as the Contractor personnel comply with the problem management process, the time documented in the trouble ticket as waiting for response from the Government or other suppliers utilized by the Government does not count against SLAs.

This Service Level Agreement sets forth certain quantitative service levels against which the Contractor's performance will be measured. The Contractor will perform the Services at or above the levels of performance indicated in this Service Level Agreement.

In this document when the Government is referenced it includes the Government and all other suppliers utilized by the Government.

Start and End Times

Start and end times for outages will be calculated based on best available estimates. If there are multiple overlapping trouble tickets in the NMCI Help Desk tracking system for the same incident, the duration will be calculated from the earliest start time to the latest end time.

Commencement of Obligations

The obligations set forth herein will commence in accordance with Application Hosting modification paragraph B above.

Exceptions:

The Contractor will not be responsible for failure to meet any SLAs where such failure can be attributed to any of the following:

1. Acts, errors, omissions, or breaches of the agreement by the Government or its suppliers.
2. Willful misconduct, infringement of third party proprietary rights or violations of copyright law by the Government or its suppliers.
3. Government or Contractor owned equipment that has been identified by Contractor and agreed by the Government to be beyond useful life or unserviceable.
4. Execution of the Disaster Recovery Plans in support of a declared disaster.

FINAL Addendum 1: 28 April 2004 Service Level Agreements for Navy Application Hosting

5. Where a Trouble Ticket is based upon a late or incorrect data.
6. Where an outage occurred as a result of an application malfunction.
7. A lack of capacity that results from an increase in utilization over and above what was set forth under the Task Order.

Small Numbers Fairness Test:

There are several measures where the small number of observations creates large variation in the values of the measures month to month. All of these measures will be defined, in general, as a percentage of cases that meet a threshold for measurement (e.g., percentage of Severity 1 trouble tickets Resolved within 4 hours) so that the following methodology (the "Small Numbers Fairness Test") is applicable.

Small Numbers Fairness Test

X = Number of measured observations during the measurement period

Y = Threshold Level

Z (Required Successful Cases) = $(X * Y)$, truncated to the nearest, lower integer value

The SLAs will be met if the number of successful cases measured during the measurement period is equal to or greater than Z (Required Successful Cases).

Example:

If the number of observations is 14 and the Threshold Level is 95%, then the Required Successful Cases would be computed as follows:

Required Successful Cases:

Z (Required Successful Cases) = $(.95 * 14) = \text{truncated } (13.3) = 13$.

The SLAs will have been met if the number of observations that met the Threshold Level is greater than or equal to the Required Successful Cases (e.g., 13 in the example above).

Severity Levels:

The table below defines Severity Levels assigned to problems within the Application Hosting Environment provided by the Contractor. Severity Levels are assigned and modified in accordance with the Problem Management process.

Severity Level	Definition	Impact Scope
1	Users are at a work stoppage; there is no workaround available.	1 + Users
2	Users are at a work stoppage; there is a workaround available.	1 + Users
3	Informational inquiry. The question is for informational reasons only; there is no work stoppage.	1 + Users
4	Moves-Adds-Changes – Configuration MAC changes	1 + Users

FINAL Addendum 1: 28 April 2004 Service Level Agreements for Navy Application
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Service Name: Application Hosting Services		SLA: AH1
Description: Application Hosting Services are provided in accordance with the Application Hosting Description of Services Document.		
Applicable Service Delivery Points: EDS Application Hosting Facility		
Performance Measure: Service Availability		
<p>Description: Service Availability is defined for Navy Application Hosting Services as the portion of time that the server(s) and operating systems are available to the application. The triggering event is an application not being available to the user. The computation includes DBMS server software when Database Management Services are provided. The computation does not include problems associated with the application. Server availability is measured in terms of percentage of available time in a month.</p> <p>A server is deemed unavailable should any associated infrastructure failure at the Navy Application Hosting Facility prevent the user from accessing an application, which is hosted on the server. This may include but is not limited to failures associated with server hardware and software, LAN (up to and including the outer boundary routers), SAN, user access and authentication servers. The Server Availability calculation excludes failures associated with individual user workstations, WAN access and internet access.</p>		
Who: EDS	Frequency: Monthly	
Where: EDS Application Hosting Facility	<p>How Measured: Formula is: (minutes in the month - outage time in minutes) / minutes in the month.</p> $(A - B)/A * 100.0$ <p>Where:</p> <p>A is the number of minutes in the month excluding scheduled outages</p> <p>B is the duration from open to resolution of trouble tickets that report end-users not being able to access the hosted application. If multiple trouble tickets exist for the same problem, the duration is calculated from the time the first ticket is opened to the time the final ticket is resolved. Prearranged maintenance windows and outages scheduled through the CRB are excluded from the calculation.</p>	
SLA Target	99.5% Available	
Penalty	<p>Failure to meet the Server Availability SLA Target shall result in a reduction in server Hosting Services fees for each month that EDS fails to meet the SLA Target. Penalties are applied on a per server basis. The penalty structure is:</p> <p>Actual performance 99.5% or higher – 0.0% penalty</p> <p>Actual performance 97.7% to 99.4% – 5.0% penalty</p> <p>Actual performance 96.0% to 97.6% – 10.0% penalty</p> <p>Actual performance less than 96.0% – 15.0% penalty</p>	

FINAL Addendum 1: 28 April 2004 Service Level Agreements for Navy Application
Hosting

Service Name: Problem Management		SLA: AH2
Service Description: Problem Management Services are provided in accordance with the Application Hosting Description of Services Document.		
Applicable Service Delivery Points: EDS Application Hosting Facility		
Performance Measure: Problem Resolution Rate		
Description: Problem Resolution Rate is the percentage of Application Hosting problems that are resolved within the established timeframes within the support hours. The time to resolve each problem is based on the Severity Level assigned to the problem. Severity Levels are defined in Appendix A Section 10, Severity Levels.		
Who: EDS	Frequency: Monthly	
Where: EDS Application Hosting Facility	<p>How Measured: The total number of problems resolved within the defined time frames divided by the total number of problems that have occurred.</p> <p>For example, 10 Application Hosting related trouble tickets at Severity 3 were received by the NMCI Help Desk during a month. 8 were resolved within the SLA Target timeframe but 2 were resolved in 6 days. The formula would be $8/10 = 80.0\%$. 80.0% is below the SLA Target and the penalty would apply.</p>	
SLA Target	<p>Severity 1 – 95.0% Resolution within 4.0 hours</p> <p>Severity 2 – 95.0% Resolution within 8.0 hours</p> <p>Severity 3 – 95.0% Resolution within 2.0 days</p> <p>Severity 4 – 95.0% Resolution within 5.0 days</p>	
Penalty	<p>Failure to meet the Problem Resolution SLA Target shall result in a reduction in Hosting Services fees for each month that EDS fails to meet the SLA Target. Penalties are applied to the aggregate monthly billable Hosting Services revenue for hosted applications where SLA measurement has commenced. The penalty structure is:</p> <p>Actual performance $\geq 95.0\%$ – 100.0% penalty</p> <p>Actual performance $\geq 92.5\% < 95.0\%$ – 1.5% penalty</p> <p>Actual performance $\geq 90.0\% < 92.5\%$ – 2.5% penalty</p> <p>Actual performance $< 90\%$ – 5.0% penalty</p>	

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Service Name: Storage Management Services		SLA: AH3
Service Description: Storage Management Services are provided in accordance with the Application Hosting Description of Services Document.		
Applicable Service Delivery Points: EDS Application Hosting Facility.		
Performance Measure: Backup Restoration Time		
Description: Each restoration is associated with a server. Restoration Time is the elapsed time from the receipt of the restoration request until the start of the restoration (the time that the first restore job begins to execute). Restoration times are calculated within the support hours. Restorations must be properly executed, whereby the backup media is readable, the restoration executes to successful end-of-job, and the restored operational system/application/database files reflect the data state and time stamp of the restore media. Backup media must be available in accordance with predefined quality and schedule standards.		
Who: EDS	Frequency: Monthly	
Where: EDS Application Hosting Facility	How Measured: The percentage of restorations started within the specified time based on the time the trouble ticket is entered.	
SLA Target	On-site media – 95.0% compliance within 4.0 hours and 100.0% compliance within 8.0 hours Off-site media – 95.0% compliance within 8.0 hours and 100.0% compliance within 16.0 hours	
Penalty	Failure to meet the SLA Target shall result in a 5.0% reduction in server Hosting Services fees for each month that EDS fails to meet the SLA Target. Penalties are applied on a per server basis.	